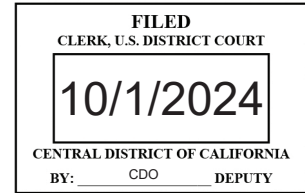


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Attorneys for Plaintiff
UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

BRIAN ALEC LIGHT,

Defendant.

No. CR 2:24-cr-00573-SB

PLEA AGREEMENT FOR DEFENDANT
BRIAN ALEC LIGHT

1. This constitutes the plea agreement between BRIAN ALEC LIGHT ("defendant") and the United States Attorney's Office for the Central District of California (the "USAO") in the above-captioned case. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. Give up the right to indictment by a grand jury and, at the earliest opportunity requested by the USAO and provided by the

1 Court, appear and plead guilty to a single count information in the
2 form attached to this agreement as Exhibit A or a substantially
3 similar form, which charges defendant with interstate transportation
4 of stolen goods worth more than \$5,000, in violation of 18 U.S.C.
5 § 2314.

6 b. Not contest facts agreed to in this agreement.

7 c. Abide by all agreements regarding sentencing contained
8 in this agreement.

9 d. Appear for all court appearances, surrender as ordered
10 for service of sentence, obey all conditions of any bond, and obey
11 any other ongoing court order in this matter.

12 e. Not commit any crime; however, offenses that would be
13 excluded for sentencing purposes under United States Sentencing
14 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
15 within the scope of this agreement.

16 f. Be truthful at all times with the United States
17 Probation and Pretrial Services Office and the Court.

18 g. Pay the applicable special assessment at or before the
19 time of sentencing unless defendant has demonstrated a lack of
20 ability to pay such assessments.

21 3. Defendant further agrees:

22 a. To forfeit all right, title, and interest in and to
23 any and all monies, properties, and/or assets of any kind, derived
24 from or acquired as a result of, or used to facilitate the commission
25 of, or involved in the illegal activity to which defendant is
26 pleading guilty, specifically including, but not limited to, the
27 following: the Andy Warhol Lenin Trial Proof print number 44 of 46
28 (collectively, the "Forfeitable Property").

1 b. To the Court's entry of an order of forfeiture at or
2 before sentencing with respect to the Forfeitable Property and to the
3 forfeiture of the property.

4 c. To take whatever steps are necessary to pass to the
5 United States clear title to the Forfeitable Property, including,
6 without limitation, the execution of a consent decree of forfeiture
7 and the completing of any other legal documents required for the
8 transfer of title to the United States.

9 d. Not to contest any administrative forfeiture
10 proceedings or civil judicial proceedings commenced against the
11 Forfeitable Property. If defendant submitted a claim and/or petition
12 for remission for all or part of the Forfeitable Property on behalf
13 of himself or any other individual or entity, defendant shall and
14 hereby does withdraw any such claims or petitions, and further agrees
15 to waive any right he may have to seek remission or mitigation of the
16 forfeiture of the Forfeitable Property.

17 e. Not to assist any other individual in any effort
18 falsely to contest the forfeiture of the Forfeitable Property.

19 f. Not to claim that reasonable cause to seize the
20 Forfeitable Property was lacking.

21 g. To prevent the transfer, sale, destruction, or loss of
22 the Forfeitable Property to the extent defendant has the ability to
23 do so.

24 h. To fill out and deliver to the USAO a completed
25 financial statement listing defendant's assets on a form provided by
26 the USAO.

1 i. That forfeiture of Forfeitable Property shall not be
2 counted toward satisfaction of any special assessment, fine,
3 restitution, costs, or other penalty the Court may impose.

4 j. With respect to any criminal forfeiture ordered as a
5 result of this plea agreement, defendant waives: (1) the requirements
6 of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding
7 notice of the forfeiture in the charging instrument, announcements of
8 the forfeiture at sentencing, and incorporation of the forfeiture in
9 the judgment; (2) all constitutional and statutory challenges to the
10 forfeiture (including by direct appeal, habeas corpus or any other
11 means); and (3) all constitutional, legal, and equitable defenses to
12 the forfeiture of the Forfeitable Property in any proceeding on any
13 grounds including, without limitation, that the forfeiture
14 constitutes an excessive fine or punishment. Defendant acknowledges
15 that the forfeiture of the Forfeitable Property is part of the
16 sentence that may be imposed in this case and waives any failure by
17 the Court to advise defendant of this, pursuant to Federal Rule of
18 Criminal Procedure 11(b)(1)(J), at the time the Court accepts
19 defendant's guilty plea.

20 THE USAO'S OBLIGATIONS

21 4. The USAO agrees to:

22 a. Not contest facts agreed to in this agreement.

23 b. Abide by all agreements regarding sentencing contained
24 in this agreement.

25 c. At the time of sentencing, provided that defendant
26 demonstrates an acceptance of responsibility for the offense up to
27 and including the time of sentencing, recommend a two-level reduction
28 in the applicable Sentencing Guidelines offense level, pursuant to

1 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
2 additional one-level reduction if available under that section.

3 d. Recommend that defendant be sentenced to a term of
4 imprisonment no higher than the low end of the applicable Sentencing
5 Guidelines range. For purposes of this agreement, the low end of the
6 Sentencing Guidelines range is that defined by the Sentencing Table
7 in U.S.S.G. Chapter 5, Part A, without regard to reductions in the
8 term of imprisonment that may be permissible through the substitution
9 of community confinement or home detention as a result of the offense
10 level falling within Zone B or Zone C of the Sentencing Table.

11 e. Except for criminal tax violations (including
12 conspiracy to commit such violations chargeable under 18 U.S.C.
13 § 371), not further criminally prosecute defendant for violations of
14 18 U.S.C. § 1001 arising out of defendant's conduct described in the
15 agreed-to factual basis set forth in paragraph 11 below. Defendant
16 understands that the USAO is free to criminally prosecute defendant
17 for any other unlawful past conduct or any unlawful conduct that
18 occurs after the date of this agreement. Defendant agrees that at
19 the time of sentencing the Court may consider the uncharged conduct
20 in determining the applicable Sentencing Guidelines range, the
21 propriety and extent of any departure from that range, and the
22 sentence to be imposed after consideration of the Sentencing
23 Guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

24 NATURE OF THE OFFENSE

25 5. Defendant understands that for defendant to be guilty of
26 the crime charged in the single count information, that is,
27 interstate transportation of stolen goods worth more than \$5,000, in
28 violation of Title 18, United States Code, Section 2314, the

1 following must be true: (1) the defendant transported, transmitted,
2 or transferred stolen property between one state and another; (2) at
3 the time the property crossed the state border, the defendant knew it
4 was stolen; (3) the defendant intended to deprive the owner of the
5 ownership of the property temporarily or permanently; and (4) the
6 money or property was of the value of \$5,000 or more. Under 18
7 U.S.C. Section 2(b), defendant may be found guilty of the crime
8 charged even if the defendant did not personally commit the acts
9 constituting the crime if the defendant willfully caused an act to be
10 done that if directly performed by him would be an offense against
11 the United States. A defendant who puts in motion or causes the
12 commission of an indispensable element of the offense may be found
13 guilty as if he had committed this element himself.

14 PENALTIES

15 6. Defendant understands that the statutory maximum sentence
16 that the Court can impose for a violation of Title 18, United States
17 Code, Section 2314, is: 10 years imprisonment; a three-year period of
18 supervised release; a fine of \$250,000 or twice the gross gain or
19 gross loss resulting from the offense, whichever is greatest; and a
20 mandatory special assessment of \$100.

21 7. Defendant understands that supervised release is a period
22 of time following imprisonment during which defendant will be subject
23 to various restrictions and requirements. Defendant understands that
24 if defendant violates one or more of the conditions of any supervised
25 release imposed, defendant may be returned to prison for all or part
26 of the term of supervised release authorized by statute for the
27 offense that resulted in the term of supervised release, which could
28

1 result in defendant serving a total term of imprisonment greater than
2 the statutory maximum stated above.

3 8. Defendant understands that, by pleading guilty, defendant
4 may be giving up valuable government benefits and valuable civic
5 rights, such as the right to vote, the right to possess a firearm,
6 the right to hold office, and the right to serve on a jury. Defendant
7 understands that he is pleading guilty to a felony and that it is a
8 federal crime for a convicted felon to possess a firearm or
9 ammunition. Defendant understands that the conviction in this case
10 may also subject defendant to various other collateral consequences,
11 including but not limited to revocation of probation, parole, or
12 supervised release in another case and suspension or revocation of a
13 professional license. Defendant understands that unanticipated
14 collateral consequences will not serve as grounds to withdraw
15 defendant's guilty plea.

16 9. Defendant understands that, if defendant is not a United
17 States citizen, the felony conviction in this case may subject
18 defendant to: removal, also known as deportation, which may, under
19 some circumstances, be mandatory; denial of citizenship; and denial
20 of admission to the United States in the future. The Court cannot,
21 and defendant's attorney also may not be able to, advise defendant
22 fully regarding the immigration consequences of the felony conviction
23 in this case. Defendant understands that unexpected immigration
24 consequences will not serve as grounds to withdraw defendant's guilty
25 plea.

26 10. Defendant understands that defendant will be required to
27 pay full restitution to the victim of the offense to which defendant
28 is pleading guilty. Defendant agrees that, in return for the USAO's

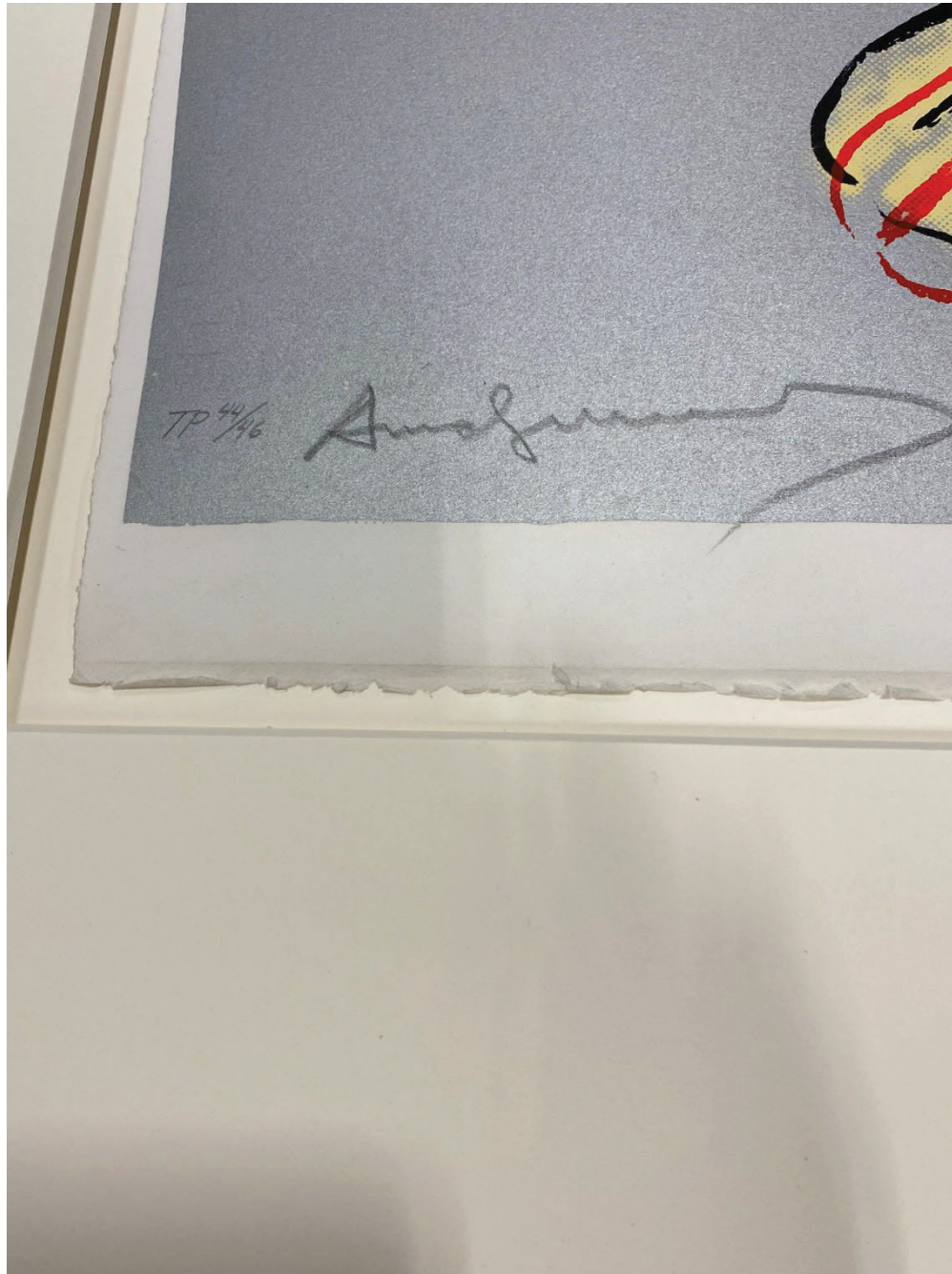
1 compliance with its obligations under this agreement, the Court may
2 order restitution to persons other than the victim of the offense to
3 which defendant is pleading guilty and in amounts greater than those
4 alleged in the count to which defendant is pleading guilty. The
5 parties currently believe that the applicable amount of restitution
6 is limited to replacing the missing frame from the piece, but
7 recognize and agree that this could change based on facts that come
8 to the attention of the parties prior to sentencing.

9 FACTUAL BASIS

10 11. Defendant admits that defendant is, in fact, guilty of the
11 offense to which defendant is agreeing to plead guilty. Defendant
12 and the USAO agree to the statement of facts provided below and agree
13 that this statement of facts is sufficient to support a plea of
14 guilty to the charge described in this agreement and to establish the
15 Sentencing Guidelines factors set forth in paragraph 12 below but is
16 not meant to be a complete recitation of all facts relevant to the
17 underlying criminal conduct or all facts known to either party that
18 relate to that conduct.

19 On February 20, 2021, J.O. stole an Andy Warhol Lenin Trial
20 Proof, print number 44 of 46, from a home in Los Angeles County,
21 within the Central District of California:
22
23
24
25
26
27
28





(Pictured without the original frame)

After the piece was stolen, the victim informed law enforcement of the theft, as well as the gallery in West Hollywood, California, from which he had purchased the artwork.

Sometime between February 20, 2021, and February 25, 2021, J.O. brought the artwork into a pawn shop in Los Angeles, owned by G.B. G.B. took possession of the artwork, and G.B. wanted to sell the

1 artwork. G.B. reached out to defendant for help selling the artwork.
2 Defendant contacted an auction house, H.A., to sell the print and, on
3 March 1, 2021, defendant told G.B. to drop the print off at H.A.'s
4 office in Beverly Hills, California so that it could be transported
5 to Dallas, Texas for inspection and sale, which G.B. did. Defendant
6 knew the print was stolen, he intended for the print to be sold by
7 H.A., and he expected for the print to travel interstate as part of
8 the sale. Defendant expected to earn a share of the money from the
9 sale of the print. As a result of G.B. dropping the print off at
10 H.A. at defendant's direction, on March 1, 2021, H.A. shipped the
11 piece from Beverly Hills, California to Dallas, Texas, and it arrived
12 there on March 2, 2021. The purpose of that transportation was for
13 H.A. to inspect the piece and include it an upcoming auction that
14 April (H.A. is based in Dallas, Texas). On March 2, 2021, defendant
15 signed a consignment agreement with H.A. to have the print placed in
16 "Print & Multiples Signature Auction" on April 22, 2021. At the time
17 of the interstate transfer, the Warhol print was worth at least
18 \$175,000.

19 On March 4, 2021, H.A. contacted the West Hollywood gallery
20 asking for their opinion about the artwork. The gallery immediately
21 recognized the piece as the stolen piece of art. The West Hollywood
22 gallery informed H.A. that the artwork was stolen and contacted the
23 FBI. On March 8, 2021, the FBI interviewed defendant about the
24 artwork and its theft. The FBI agent informed defendant that she was
25 a federal agent, and it was a crime to lie to federal agents.
26 Defendant told the FBI that he purchased the artwork about a month
27 before at a garage sale in Culver City, California. Defendant
28 claimed he paid \$18,000 cash for the piece and that he had a receipt

1 for the sale, which he agreed to provide to the FBI. On March 10,
2 2021, in response to a request from the FBI for him to provide the
3 receipt, defendant e-mailed the FBI a purported receipt for the
4 purchase, which stated "I Brian Light bought an A Warhol Painting
5 from Brandon Beldin on Feb 4 2021 for \$18,000 in Culver City CA" and
6 was purportedly signed by defendant and Beldin. Defendant, however,
7 knew when he submitted the purported receipt that it was false and
8 that defendant had not in fact purchased the artwork from anyone,
9 including someone named Brandon Beldin. Defendant submitted the fake
10 receipt to the FBI to affect the FBI's investigation.

11 SENTENCING FACTORS

12 12. Defendant understands that in determining defendant's
13 sentence the Court is required to calculate the applicable Sentencing
14 Guidelines range and to consider that range, possible departures
15 under the Sentencing Guidelines, and the other sentencing factors set
16 forth in 18 U.S.C. § 3553(a). Defendant understands that the
17 Sentencing Guidelines are advisory only, that defendant cannot have
18 any expectation of receiving a sentence within the calculated
19 Sentencing Guidelines range, and that after considering the
20 Sentencing Guidelines and the other § 3553(a) factors, the Court will
21 be free to exercise its discretion to impose any sentence it finds
22 appropriate up to the maximum set by statute for the crime of
23 conviction.

24 13. Defendant and the USAO agree to the following applicable
25 Sentencing Guidelines factors:

26 Base Offense Level: 6 [U.S.S.G. § 2B1.1(a)(2)]
27
28

1 Specific Offense

2 Characteristics: Value of

3 Stolen Art

+10 [U.S.S.G. § 2B.1.(b)(1)(F)]

4 14. Defendant and the USAO reserve the right to argue that
5 additional specific offense characteristics, adjustments, and
6 departures under the Sentencing Guidelines are appropriate,
7 including, but not limited to, the government seeking a two-level
8 obstruction enhancement under U.S.S.G. § 3C1.1.

9 15. Defendant understands that there is no agreement as to
10 defendant's criminal history or criminal history category.

11 16. Defendant and the USAO reserve the right to argue for a
12 sentence outside the sentencing range established by the Sentencing
13 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
14 (a)(2), (a)(3), (a)(6), and (a)(7).

15 WAIVER OF CONSTITUTIONAL RIGHTS

16 17. Defendant understands that by pleading guilty, defendant
17 gives up the following rights:

18 a. The right to persist in a plea of not guilty.

19 b. The right to a speedy and public trial by jury.

20 c. The right to be represented by counsel -- and if
21 necessary have the Court appoint counsel -- at trial. Defendant
22 understands, however, that, defendant retains the right to be
23 represented by counsel -- and if necessary have the Court appoint
24 counsel -- at every other stage of the proceeding.

25 d. The right to be presumed innocent and to have the
26 burden of proof placed on the government to prove defendant guilty
27 beyond a reasonable doubt.

1 e. The right to confront and cross-examine witnesses
2 against defendant.

3 f. The right to testify and to present evidence in
4 opposition to the charges, including the right to compel the
5 attendance of witnesses to testify.

6 g. The right not to be compelled to testify, and, if
7 defendant chose not to testify or present evidence, to have that
8 choice not be used against defendant.

9 h. Any and all rights to pursue any affirmative defenses,
10 Fourth Amendment or Fifth Amendment claims, and other pretrial
11 motions that have been filed or could be filed.

12 WAIVER OF APPEAL OF CONVICTION

13 18. Defendant understands that, with the exception of an appeal
14 based on a claim that defendant's guilty plea was involuntary, by
15 pleading guilty defendant is waiving and giving up any right to
16 appeal defendant's conviction on the offense to which defendant is
17 pleading guilty. Defendant understands that this waiver includes,
18 but is not limited to, arguments that the statute to which defendant
19 is pleading guilty is unconstitutional, and any and all claims that
20 the statement of facts provided herein is insufficient to support
21 defendant's plea of guilty.

22 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

23 19. Defendant agrees that, provided the Court imposes a total
24 term of imprisonment on all counts of conviction of no more than 24
25 months, defendant gives up the right to appeal all of the following:
26 (a) the procedures and calculations used to determine and impose any
27 portion of the sentence; (b) the term of imprisonment imposed by the
28 Court; (c) the fine imposed by the Court, provided it is within the

1 statutory maximum; (d) to the extent permitted by law, the
2 constitutionality or legality of defendant's sentence, provided it is
3 within the statutory maximum; (e) the amount and terms of any
4 restitution order; (f) the term of probation or supervised release
5 imposed by the Court, provided it is within the statutory maximum;
6 and (g) any of the following conditions of probation or supervised
7 release imposed by the Court: the conditions set forth in Second
8 Amended General Order 20-04 of this Court; the drug testing
9 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
10 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

11 20. The USAO agrees that, provided (a) all portions of the
12 sentence are at or below the statutory maximum specified above and
13 (b) the Court imposes a term of imprisonment of no less than 18
14 months, the USAO gives up its right to appeal any portion of the
15 sentence.

16 RESULT OF WITHDRAWAL OF GUILTY PLEA

17 21. Defendant agrees that if, after entering a guilty plea
18 pursuant to this agreement, defendant seeks to withdraw and succeeds
19 in withdrawing defendant's guilty plea on any basis other than a
20 claim and finding that entry into this plea agreement was
21 involuntary, then (a) the USAO will be relieved of all of its
22 obligations under this agreement; and (b) should the USAO choose to
23 pursue any charge or any civil, administrative, or regulatory action
24 that was either dismissed or not filed as a result of this agreement,
25 then (i) any applicable statute of limitations will be tolled between
26 the date of defendant's signing of this agreement and the filing
27 commencing any such action; and (ii) defendant waives and gives up
28 all defenses based on the statute of limitations, any claim of pre-

1 indictment delay, or any speedy trial claim with respect to any such
2 action, except to the extent that such defenses existed as of the
3 date of defendant's signing this agreement.

4 EFFECTIVE DATE OF AGREEMENT

5 22. This agreement is effective upon signature and execution of
6 all required certifications by defendant, defendant's counsel, and an
7 Assistant United States Attorney.

8 BREACH OF AGREEMENT

9 23. Defendant agrees that if defendant, at any time after the
10 signature of this agreement and execution of all required
11 certifications by defendant, defendant's counsel, and an Assistant
12 United States Attorney, knowingly violates or fails to perform any of
13 defendant's obligations under this agreement ("a breach"), the USAO
14 may declare this agreement breached. All of defendant's obligations
15 are material, a single breach of this agreement is sufficient for the
16 USAO to declare a breach, and defendant shall not be deemed to have
17 cured a breach without the express agreement of the USAO in writing.
18 If the USAO declares this agreement breached, and the Court finds
19 such a breach to have occurred, then: (a) if defendant has previously
20 entered a guilty plea pursuant to this agreement, defendant will not
21 be able to withdraw the guilty plea, and (b) the USAO will be
22 relieved of all its obligations under this agreement.

23 24. Following the Court's finding of a knowing breach of this
24 agreement by defendant, should the USAO choose to pursue any charge
25 or any civil, administrative, or regulatory action that was either
26 dismissed or not filed as a result of this agreement, then:

1 a. Defendant agrees that any applicable statute of
2 limitations is tolled between the date of defendant's signing of this
3 agreement and the filing commencing any such action.

4 b. Defendant waives and gives up all defenses based on
5 the statute of limitations, any claim of pre-indictment delay, or any
6 speedy trial claim with respect to any such action, except to the
7 extent that such defenses existed as of the date of defendant's
8 signing this agreement.

9 c. Defendant agrees that: (i) any statements made by
10 defendant, under oath, at the guilty plea hearing (if such a hearing
11 occurred prior to the breach); (ii) the agreed to factual basis
12 statement in this agreement; and (iii) any evidence derived from such
13 statements, shall be admissible against defendant in any such action
14 against defendant, and defendant waives and gives up any claim under
15 the United States Constitution, any statute, Rule 410 of the Federal
16 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
17 Procedure, or any other federal rule, that the statements or any
18 evidence derived from the statements should be suppressed or are
19 inadmissible.

20 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

21 OFFICE NOT PARTIES

22 25. Defendant understands that the Court and the United States
23 Probation and Pretrial Services Office are not parties to this
24 agreement and need not accept any of the USAO's sentencing
25 recommendations or the parties' agreements to facts or sentencing
26 factors.

27 26. Defendant understands that both defendant and the USAO are
28 free to: (a) supplement the facts by supplying relevant information

1 to the United States Probation and Pretrial Services Office and the
2 Court, (b) correct any and all factual misstatements relating to the
3 Court's Sentencing Guidelines calculations and determination of
4 sentence, and (c) argue on appeal and collateral review that the
5 Court's Sentencing Guidelines calculations and the sentence it
6 chooses to impose are not error, although each party agrees to
7 maintain its view that the calculations in paragraph 12 are
8 consistent with the facts of this case. While this paragraph permits
9 both the USAO and defendant to submit full and complete factual
10 information to the United States Probation and Pretrial Services
11 Office and the Court, even if that factual information may be viewed
12 as inconsistent with the facts agreed to in this agreement, this
13 paragraph does not affect defendant's and the USAO's obligations not
14 to contest the facts agreed to in this agreement.

15 27. Defendant understands that even if the Court ignores any
16 sentencing recommendation, finds facts or reaches conclusions
17 different from those agreed to, and/or imposes any sentence up to the
18 maximum established by statute, defendant cannot, for that reason,
19 withdraw defendant's guilty plea, and defendant will remain bound to
20 fulfill all defendant's obligations under this agreement. Defendant
21 understands that no one -- not the prosecutor, defendant's attorney,
22 or the Court -- can make a binding prediction or promise regarding
23 the sentence defendant will receive, except that it will be within
24 the statutory maximum.

25 NO ADDITIONAL AGREEMENTS

26 28. Defendant understands that, except as set forth herein,
27 there are no promises, understandings, or agreements between the USAO
28 and defendant or defendant's attorney, and that no additional

promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court.

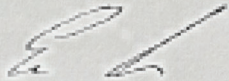
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

29. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

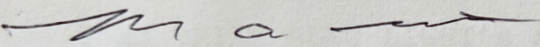
E. MARTIN ESTRADA
United States Attorney



09/27/2024

DOMINIQUE CAAMANO
ERIK M. SILBER
MATTHEW O'BRIEN
Assistant United States Attorneys

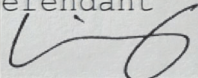
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9-18-2024

BRIAN ALEC LIGHT
Defendant

Date



09/18/2024

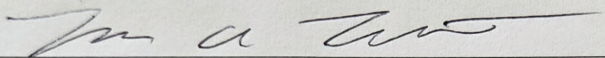
ERIN MURPHY
Attorney for Defendant LIGHT

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),

1 of relevant Sentencing Guidelines provisions, and of the consequences
2 of entering into this agreement. No promises, inducements, or
3 representations of any kind have been made to me other than those
4 contained in this agreement. No one has threatened or forced me in
5 any way to enter into this agreement. I am satisfied with the
6 representation of my attorney in this matter, and I am pleading
7 guilty because I am guilty of the charge and wish to take advantage
8 of the promises set forth in this agreement, and not for any other
9 reason.

10 
11 BRIAN ALEC LIGHT
12 Defendant

9-18-2024
Date

13
14 CERTIFICATION OF DEFENDANT'S ATTORNEY

15 I am BRIAN ALEC LIGHT's attorney. I have carefully and
16 thoroughly discussed every part of this agreement with my client.
17 Further, I have fully advised my client of his rights, of possible
18 pretrial motions that might be filed, of possible defenses that might
19 be asserted either prior to or at trial, of the sentencing factors
20 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
21 provisions, and of the consequences of entering into this agreement.
22 To my knowledge: no promises, inducements, or representations of any
23 kind have been made to my client other than those contained in this
24 agreement; no one has threatened or forced my client in any way to
25 enter into this agreement; my client's decision to enter into this
26 agreement is an informed and voluntary one; and the factual basis set

27 ///

28 ///

1 forth in this agreement is sufficient to support my client's entry of
2 a guilty plea pursuant to this agreement.

3 

4 ERIN MURPHY
5 Attorney for Defendant LIGHT

09/18/2024

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Date

Exhibit A - Draft Information

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

BRIAN ALEC LIGHT,

Defendant.

CR No. 24-

I N F O R M A T I O N

[21 U.S.C. § 2314: Interstate
Transportation of Stolen Goods; 18
U.S.C. § 981(a)(1)(C) and 28
U.S.C. § 2461(c): Criminal
Forfeiture]

The United States Attorney charges:

COUNT ONE

[18 U.S.C. § 2314, 2(b)]

On or about March 1, 2021, in Los Angeles County, within the Central District of California, defendant BRIAN ALEC LIGHT ("LIGHT") willfully caused the transportation, transmission, and transfer in interstate commerce of a good, ware, and merchandise, having a value of \$5,000 or more, knowing the same to have been stolen, namely defendant LIGHT willfully caused an auction house, H.A., to ship from Beverly Hills, California to Dallas, Texas, an Andy Warhol Lenin Trial Proof print number 44 of out of an edition of 46, which defendant LIGHT knew had been stolen, and which had a value of at least \$175,000.

FORFEITURE ALLEGATION

[18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c)]

1. Pursuant to Rule 32.2 of the Federal Rules of Criminal Procedure, notice is hereby given that the United States of America will seek forfeiture as part of any sentence, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), in the event of the defendant's conviction of the offense set forth in Count One of this Information.

2. The defendant, if so convicted, shall forfeit to the United States of America the following:

(a) All right, title and interest in any and all property, real or personal, constituting, or derived from, any proceeds traceable to any such offense; and

(b) To the extent such property is not available for forfeiture, a sum of money equal to the total value of the property described in subparagraph (a).

3. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), the defendant shall forfeit substitute property, up to the total value of the property described in the preceding paragraph if, as the result of any act or omission of the defendant, the property described in the preceding paragraph, or any portion thereof: (a) cannot be located upon the exercise of due diligence; (b) has been transferred, sold to or deposited with a third party; (c) has been placed beyond the jurisdiction of the court; (d) has been substantially diminished

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1 in value; or (e) has been commingled with other property that cannot
2 be divided without difficulty.

3 E. MARTIN ESTRADA
4 United States Attorney

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7 MACK E. JENKINS
8 Assistant United States Attorney
Chief, Criminal Division

9 MARK A. WILLIAMS
10 Assistant United States Attorney
11 Chief, Environmental Crimes and
Consumer Protection Section

12 ERIK M. SILBER
13 Assistant United States Attorney
Senior Counsel, Criminal Division

14 DOMINIQUE CAAMANO
15 MATTHEW O'BRIEN
16 Assistant United States Attorneys
17 Environmental Crimes and Consumer
18 Protection Section
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CERTIFICATE OF SERVICE

I, **Catherine Wilkinson**, declare:

That I am a citizen of the United States and a resident of or employed in Los Angeles County, California; that my business address is the Office of United States Attorney, 312 North Spring Street, Los Angeles, California 90012; that I am over the age of 18; and that I am not a party to the above-titled action;

That I am employed by the United States Attorney for the Central District of California, who is a member of the Bar of the United States District Court for the Central District of California, at whose direction I served a copy of: **PLEA AGREEMENT**

☐ Placed in a closed envelope for collection and inter-office delivery, addressed as follows:

☐ Placed in a sealed envelope for collection and mailing via United States mail, addressed as follows:

☐ By hand delivery, addressed as follows:

☐ By facsimile, as follows:

☒ Via email, as follows:

☐ By Federal Express, as follows:

erin_murphy@fd.org

This Certificate is executed on **October 1, 2024**, at Los Angeles, California. I certify under penalty of perjury that the foregoing is true and correct.

Catherine Wilkinson

Catherine Wilkinson
Legal Assistant